

EXHIBIT 9

**NOTICE OF ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED
LEASES**

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:

Chapter 11

EAST BROADWAY MALL,

Case No. 19-12280 -DSJ

Debtor.

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**NOTICE OF ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED
LEASES**

PLEASE TAKE NOTICE THAT on [●], 2023, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order (the “**Disclosure Statement Order**”), (a) authorizing Bank of Hope f/k/a BBCN Bank (“**Bank of Hope**” or “**Bank**”), secured creditor for the chapter 11 estate (the “**Estate**”) of the above-captioned debtor, East Broadway Mall (“**Debtor**” or “**EBM**”) to solicit acceptances for the *Chapter 11 Plan of Liquidation* (as may be modified, amended, or supplemented from time to time, the “**Plan**”);¹³ (b) approving the *Disclosure Statement for the Chapter 11 Plan of Liquidation* (the “**Disclosure Statement**”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “**Solicitation Packages**”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Bank filed the Schedule of Assumed Executory Contracts and Unexpired Leases (the “**Assumption Schedule**”) with the Court as part of the Plan Supplement on [●], 2023, as contemplated under the Plan. The determination to assume the agreements identified on the Assumption Schedule was made as of [●], 2023 and is subject to revision.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “**Plan Confirmation Hearing**”) will commence on **March 1, 2023 at 10:00 a.m.** prevailing Eastern Time, before the Honorable David S. Jones, in the United States Bankruptcy Court for the Southern District of New York, located at One Bowling Green New York, NY 10004.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because the Debtor’s records reflect that you are a party to a contract that is listed on the Assumption Schedule. Therefore, you are advised to review carefully the information contained in this notice and the related provisions of the Plan, including the Assumption Schedule.

¹³ Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Disclosure Statement.

PLEASE TAKE FURTHER NOTICE that the Bank are proposing to assume the Executory Contract(s) and Unexpired Lease(s) listed on **Exhibit A**, attached hereto, to which you are a party.

PLEASE TAKE FURTHER NOTICE THAT section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption. Accordingly, the Debtor have conducted a thorough review of their books and records and have determined the amounts required to cure defaults, if any, under the Executory Contract(s) and Unexpired Lease(s), which amounts are listed on **Exhibit A** attached hereto. Please note that if no amount is stated for a particular Executory Contract or Unexpired Lease, the Bank believes that there is no cure amount outstanding for such contract or lease.

PLEASE TAKE FURTHER NOTICE THAT absent any pending dispute, the monetary amounts required to cure any existing defaults arising under the Executory Contract(s) and Unexpired Lease(s) identified above will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by the Bank in cash on the Effective Date. In the event of a dispute, however, payment of the cure amount would be made following the entry of a final order(s) resolving the dispute and approving the assumption. Any objection by a contract or lease counterparty to a proposed assumption or related Cure Cost must be filed, served, and actually received by the Bank by the date on which objections to confirmation are due (or such other date as may be provided in the applicable assumption notice). Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Cost will be deemed to have assented to such assumption or Cure Cost.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **February 22, 2023, at 4:00 p.m.** prevailing Eastern Time (the “**Plan Objection Deadline**”). Any objection to the Plan **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **February 22, 2023, at 4:00 p.m.** prevailing Eastern Time:

WINDELS MARX LANE & MITTENDORF LLP Counsel to the Bank of Hope James M. Sullivan 156 West 56th Street New York, New York 10019 (212) 237-1170	SFERRAZZA & KEENAN PLLC Counsel to the Debtor and Debtor In Possession Sarah M. Keenan 532 Broadhollow Road, Suite 111 Melville, New York 11747 (631) 753-4400 ext. 23
SYLVIA O. HINDS-RADIX Corporation Counsel of the City of New York	Office of the United States Trustee Southern District of New York

Zachary B. Kass Senior Counsel 100 Church Street New York, New York 10007 (212) 356-2113	U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, NY 10014
LAW OFFICE OF RACHEL S. BLUMENFELD PLLC Counsel to Grace Chan Rachel S. Blumenfeld 26 Court Street, Suite 2220 Brooklyn, New York 11242 (718)858-9600	

PLEASE TAKE FURTHER NOTICE THAT any objections to the Plan in connection with the assumption of the Executory Contract(s) and Unexpired Lease(s) identified above and/or related cure or adequate assurances proposed in connection with the Plan that remain unresolved as of the Plan Confirmation Hearing will be heard at the Plan Confirmation Hearing (or such other date as fixed by the Court).

PLEASE TAKE FURTHER NOTICE THAT assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the Effective Date or the New Tenant assumes such Executory Contract or Unexpired Lease. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Windels Marx Lane & Mittendorf, the voting and claims agent retained by the Bank in these chapter 11 cases (the “**Voting and Claims Agent**”), by: (i) writing Windels Marx Lane & Mittendorf, LLP Re: East Broadway Mall, 156 West 56th Street, New York, NY 10019; or (ii) via electronic mail to JSullivan@Windelsmarx.com. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.nysb.uscourts.gov>.

Dated: [●], 2023
New York, New York

/s/ DRAFT
James M. Sullivan (jsullivan@windelsmarx.com)
Robert J. Malatak (rmalatak@windelsmarx.com)
WINDELS MARX LANE & MITTENDORF, LLP

156 West 56th Street
New York, New York 10019
Tel: (212) 237-1000
Fax: (212) 262-1215

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Exhibit A

Counterparty Name	Description of Contract	Amount Required to Cure Default Thereunder, If Any